

# **DISCLAIMER**

*This electronic version of an SCC order is for informational purposes only and is not an official document of the Commission. An official copy may be obtained from the [Clerk of the Commission, Document Control Center](#).*

## **APPLICATION OF**

**SHENANDOAH VALLEY ELECTRIC  
COOPERATIVE**

**CASE NO. PUE000747**

**For a general rate increase**

## **APPLICATION OF**

**SHENANDOAH VALLEY ELECTRIC  
COOPERATIVE**

**CASE NO. PUE000748**

**For approval of a functional  
separation plan**

## **HEARING EXAMINER'S PROTECTIVE RULING**

**March 7, 2001**

On December 28, 2000, Shenandoah Valley Electric Cooperative ("SVEC" or "the Cooperative") filed a motion requesting the entry of a protective order setting forth the procedures by which confidential information shall be handled generally in the captioned proceedings. The Cooperative's motion included a proposed protective order attached thereto.

Upon consideration of SVEC's motion, I am of the opinion, and find that SVEC's Motion for Protective Order should be granted. Accordingly,

**IT IS DIRECTED THAT** any documents, materials, and information to be filed or produced by SVEC, either from its own records or those of its wholesale power suppliers, or to be filed or produced by any other party ("Other Party") in this proceeding, including the Division of Consumer Counsel—Office of the Attorney General ("Attorney General") whether contained in documents filed with the Commission or produced in response to Commission Orders, Hearing Examiner Rulings, Commission Staff (the "Staff") data requests, or properly propounded interrogatories or requests for production of documents from Other Parties in the proceeding, which documents, materials, or information the producing party designates as confidential ("Confidential Information"), shall be produced, examined and used only in accordance with the following conditions:

- (1) The Clerk of the Commission is directed to maintain under seal all documents, materials, and information filed with the Commission in this proceeding which the producing party has designated, in whole or in part, as Confidential Information.

- (2) All Confidential Information produced to SVEC, Staff, Attorney General, or Other Parties shall be used solely for purposes of this proceeding, including any appeals.
- (3) Access to Confidential Information shall be specifically limited to SVEC, Staff, Attorney General, or Other Parties, their counsel and expert witnesses, and to support personnel who are working on this case under the direction of their counsel or expert witnesses and to whom it is necessary that the Confidential Information be shown for the purposes of this proceeding. In order to obtain access to such information, the Staff witnesses and their attorney are hereby directed to treat all Confidential Information received in connection with this case as set forth in this Ruling. In order to obtain access to such information, SVEC, Attorney General, and all Other Parties, their counsel and expert witnesses shall sign an Agreement to Adhere to the Protective Ruling (“Agreement”), which is Attachment A to this Ruling. Staff counsel and expert witnesses are not required to sign the Agreement. All Agreements shall be promptly forwarded to the producing party upon execution and the producing party shall provide a list of those persons entitled to access to Confidential Information to the Clerk of the Commission and all counsel of record.
- (4) In the event that SVEC, Staff, Attorney General, or Other Parties seek permission to grant access to any Confidential Information to any person other than the persons authorized to receive such information under paragraph (3) above, the party desiring permission shall seek the consent of counsel for the producing party. The producing party shall be under no obligation to furnish Confidential Information to persons other than those described in paragraph (3) above unless specifically ordered by the Commission to do so. Parties are encouraged, however, to seek stipulations to the maximum extent practicable. In the event of a negative response, the party seeking disclosure permission may apply to the Commission for such permission.
- (5) In the event SVEC, Staff, Attorney General, or Other Parties seek to introduce at a hearing, testimony, exhibits, or studies that disclose Confidential Information, the party seeking such introduction shall:
  - (a) Notify the producing party at least three (3) days in advance of any such hearing regarding testimony that is not prefiled unless a shorter period would not unduly prejudice the producing party.
  - (b) If such testimony is prefiled, file such testimony, exhibits, or studies with the Commission under seal and serve on all parties of record copies of the testimony, exhibits, or studies deleting those parts that contain references to or portions of the designated Confidential Information. The testimony, exhibits, or studies

containing the Confidential Information filed with the Commission shall be kept under seal unless and until the Commission rules to contrary. Each party that is entitled to receive Confidential Information shall, upon signing Attachment A to this Ruling, receive a copy of those parts of the testimony, exhibits, or studies that contain references to or portions of the Confidential Information and each party and counsel shall be bound by this Ruling insofar as it restricts the use of and granting of access to the Confidential Information.

- (6) Oral testimony regarding Confidential Information, if ruled admissible by the Commission, shall be taken in camera and in the presence of only those persons who have been granted access to the Confidential Information pursuant to this Ruling and that portion of the transcript recording such testimony shall be placed in the record under seal.
- (7) No person authorized under this Ruling to have access to Confidential Information shall disseminate, communicate, or reveal any such Confidential Information to any person not specifically authorized under this Ruling to have access thereto.
- (8) At the conclusion of this proceeding (including any appeals), any originals or reproductions of any Confidential Information produced pursuant to this Ruling shall be returned by SVEC, Attorney General, and Other Parties to the producing party (or destroyed) if requested to do so by the producing party. At such time, any originals or reproductions of any Confidential Information in the Staff's possession will be returned to the producing party, destroyed, or kept with the Staff's permanent work papers in a manner that will preserve the confidentiality of the documents, materials, or information. Insofar as the provisions of this Ruling restrict the communications and use of the Confidential Information produced thereunder, such restrictions shall continue to be binding after the conclusion of this proceeding, including any appeals, as to the Confidential Information.
- (9) This Ruling does not preclude SVEC, Staff, Attorney General, or any Other Party from arguing, prior to public disclosure, that documents, materials, or information received under this Ruling should not be treated as confidential. But in no event shall any party disclose Confidential Information it has received subject to this Ruling absent a finding by the Commission that such information does not require confidential treatment. If SVEC, Staff, Attorney General, or any Other Party desires to make such assertion, the producing party shall be given reasonable notice before being required to bear the burden of proving the contrary, and reasonable notice shall be at least three (3)

days in advance of a hearing in connection with testimony that is not prefiled and contains Confidential Information. The burden of proving that documents, material, or information require confidential treatment as trade secrets, commercially or competitively sensitive information, or other grounds for confidential treatment shall be upon the person requesting that the documents, materials, or information be held in confidence.

- (10) A producing party is obligated to separate non-confidential documents, materials, and information from Confidential Information wherever practicable, and to produce the non-confidential documents, materials, and information in a timely manner.

---

Deborah V. Ellenberg  
Chief Hearing Examiner

**ATTACHMENT A**

**APPLICATION OF**

**SHENANDOAH VALLEY ELECTRIC  
COOPERATIVE**

**CASE NO. PUE000747**

**For a general rate increase**

**APPLICATION OF**

**SHENANDOAH VALLEY ELECTRIC  
COOPERATIVE**

**CASE NO. PUE000748**

**For approval of a functional  
separation plan**

**AGREEMENT TO ADHERE TO PROTECTIVE RULING**

I, \_\_\_\_\_, on behalf of and representing \_\_\_\_\_,  
hereby acknowledge having read and understood the terms of the Protective Ruling entered in this  
proceeding by the Hearing Examiner on March 7, 2001, and agree to treat all Confidential  
Information that I receive, review, or to which I have access in connection with these Case Nos.  
PUE000747 and PUE000748 as set forth in that Protective Ruling.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

On behalf of: \_\_\_\_\_